

Emmetsburg Munic. Util.

AFSCME (Public Works)

7/1/2006 6/30/2009

This agreement is entered into this 30th day of June, 2006, by and between the Board of Trustees of the Emmetsburg Municipal Utilities, hereinafter referred to as the Utility, and AFSCME/Iowa Council 61/Emmetsburg Municipal Utilities Local, hereinafter referred to as the Union. The agreement shall become effective the first day of July, 2006, and shall be for a three year period.

In case Number 4767, the Union was certified by the Iowa Public Employment Relations Board on October 12, 1992, as the agent for certain employees of the Employer:

INCLUDED: All full-time and part-time employees of the Municipal Utilities.

EXCLUDED: Director of Utilities, Administrative Assistant, City Administrator, Mayor, City Council, Municipal Utilities Board of Trustees, and all other excluded by the Act.

ARTICLE ONE

GRIEVANCE PROCEDURE

1. A grievance shall mean a complaint that there has been an alleged violation of any of the specific provisions of this agreement.
2. Each employee covered by the agreement shall have the right to present grievances in accordance with these procedures. A failure of the grievant or the Union to act within the time limits shall bar any further action of the grievance procedure and the employer's failure to make a decision within the time limits shall automatically permit the grievant to proceed to the next step of the procedure. It is understood that any investigation or other handling or processing of grievances by the grievant or the union or his representatives shall be conducted so as to not result in any interference with the employee's work and shall be conducted outside the work day. Both parties shall have the right to representation at all steps of the grievance procedure. Arbitration provisions of this agreement may only be invoked with the approval of the employee organization.
3. Grievances not appealed within the time limits in any step of the grievance procedure shall bar any further action of the grievance procedure. The Utilities' failure to make a decision within the time limits in any step of the grievance procedure shall automatically appeal the grievance to the next step of the grievance procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits. All meetings called for shall be at mutually agreeable times. Grievances shall be filed on forms furnished by the Union.

4. Step 1

A Step 1 grievance shall be an oral presentation by the complaining employee and/or Union representative with the Superintendent of the Utility. The meeting shall be identified as a grievance and the meeting shall take place within fourteen (14) calendar days of the incident giving rise to the alleged violation. A decision shall be given orally at the conclusion of this meeting.

Step 2

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant or Union representative shall file a written grievance with the Superintendent of the Utility within seven (7) calendar days of the response at Step 1. A meeting between the employee, the Superintendent of the Utility and the employee's representative shall occur within ten (10) calendar days of the Step 2 filing. If the matter is not satisfactorily resolved at Step 2, the grievant, with the union's concurrence, may proceed to arbitration. A written response will be made at Step 2 by the Superintendent to the employee and the employee's Union representative within five (5) calendar days of the meeting.

Step 3 - Arbitration

If the grievant and/or Union elects to go to arbitration, the Union shall appeal the grievance to arbitration via the Municipal Board of Trustees. The Union shall request arbitration within fifteen (15) calendar days of the date of the written decision at Step 2. The parties shall determine by lot the arbitrator from a list of five (5) names submitted by the Public Employment Relations Board. The expenses of the arbitrator shall be borne equally by the Union and the Utility. The arbitrator shall determine whether there has been a violation of the contract, but shall have no power to alter, amend, revoke or suspend any of the provisions of the contract. All meetings called for shall be at mutually agreeable times. Grievances shall be filed on the forms furnished by the Union. For the purpose of selecting an impartial arbitrator, the Iowa Public Employment Relations Board shall be requested to submit a five (5) member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, once per party, a different panel of arbitrators from the Public Employment Relations Board. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The decision of the arbitrator shall be final and binding on both parties of this agreement, provided such decision does not exceed

the arbitrator's jurisdiction or authority as set forth above.

ARTICLE TWO

SENIORITY

1. Seniority means an employee's length of continuous service to the employer since his or her last date of hire. In the event two (2) employees have the same original date of hire, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.
2. An employee shall lose seniority with the Utility for all purposes if any of the following occur:
 - (a) The employee resigns, retires or dies.
 - (b) The employee is discharged for just cause.
 - (c) The employee has been laid off and then fails to respond within seven (7) calendar days or fails to return within fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Utility.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

ARTICLE THREE

PERFORMANCE EVALUATION PROCEDURE

1. Employees shall be evaluated on a continuing basis by the Superintendent of the Utility and written evaluations when conducted by the Superintendent shall be placed in the employee's file and shall be brought to the employee's attention. The employee's file shall be open to inspection by the employee at all reasonable times.
2. A conference shall be held following any written evaluation. At the conference the evaluation shall be explained. The employee shall have a right to a written response to any written evaluation and that written response

shall be attached to the written evaluation.

ARTICLE FOUR

TRANSFER PROCEDURE

1. In the event the Utility Superintendent determines that a permanent transfer to a different job classification is necessary, the employee shall be notified two (2) weeks in advance of the transfer unless the need for the transfer arises as a result of an emergency or unless there is not an opportunity to provide the two (2) week notice. The Utility Superintendent and the employee will then have a conference if the employee does not wish to make the transfer, but the final decision on the transfer shall rest with the Utility Superintendent.
2. If the employee is no longer a foreman after the transfer, the employee shall not receive the foreman pay. For current foremen that level is in the payroll records. Future foremen shall be subject to reduction of \$2.00 per hour, which will be their foreman pay in the event of transfer from a foreman position to a non-foreman position.
3. The Utility will post job openings for five (5) days prior to seeking applicants outside the group of current Utility employees.
4. Involuntary transfers may be required by the Superintendent of the Utility by reason of either an employee's job performance or for a legitimate business purpose of the Utility. Transfers may not occur as a form of retribution or reprisal.

ARTICLE FIVE

REDUCTION IN PERSONNEL

1. If the Trustees of the Utility determines it is necessary to reduce employees, a reduction in force decision will be made within classifications. Persons with minimum qualifications shall be compared and shall be reduced on the basis of seniority, with the least senior being reduced first. An employee is first compared by grades within the classification and after any bumping it is then seniority within the lowest grade.
2. Recall shall be available for a one (1) year period from the date of notice of reduction to positions to which the former employee is qualified. Laid-off employees shall be recalled in inverse order of the lay-off. The Utility shall maintain a list of employees who were laid off.

3. Bumping by seniority is available within classification by persons qualified.
4. All employees who are probationary or temporary shall be laid off before any full-time or part-time employees are laid off. Probationary or temporary employees shall not have recall rights.
5. Each employee affected by a reduction in force shall be notified in writing of the lay-off at least ten (10) working days prior to the effective date of the lay-off.

ARTICLE SIX

HEALTH AND SAFETY

1. All personnel in the Utility department shall receive an initial clothing allowance of Two Hundred Seventy-five Dollars (\$275.00). For each subsequent year of service a clothing replacement allowance of Two Hundred Twenty-five Dollars (\$225.00) will be provided.
2. In addition, the Utility shall provide the necessary safety equipment as required by federal and state OSHA laws.
3. All employees shall be subject to the drug policy and drug inspection rules as adopted by the Trustees and not contrary to state or federal law.
4. Lettering on the uniforms shall be provided by the Utility.

ARTICLE SEVEN

LEAVES OF ABSENCE

1. Sick Leave
 - (a) Sick leave shall accrue at the rate of eight (8) hours per month for each full month of employment, up to a maximum of seven hundred twenty (720) hours accumulation.
 - (b) Upon illness or disability exceeding or expecting to exceed twenty (20) work days, the employee shall file for disability insurance even though the employee may have additional accrued sick leave.
 - (c) Separation from employment shall cancel all unused sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any

department of the Utility within one (1) year.

- (d) Sick leave shall not accrue during any period of absence without pay and including disability leave.
- (e) The employee, at the request of the Superintendent, may be required to supply a doctor's report when an injury, illness, or disease causes the employee to be absent from work over two (2) consecutive days. The cost of this report shall be paid by the Utility.
- (f) Sick leave may be used for physical or mental illness, bodily injury, pregnancy and related disabilities. For use of leave the condition must require confinement and the employee must be unable to perform the assigned duties and the performance of the assigned duties would jeopardize an employee's health or recovery. Further, sick leave shall be used if the performance of a duty would endanger other employees. Employees may use accrued sick leave for personal medical or dental appointment which cannot be scheduled at times other than working hours.
- (g) While the employee is off on Worker's Compensation, all insurance benefits contained in the Agreement shall be continued during the period of temporary benefits as defined within the Workers Compensation statute. If the employee has accumulated sick leave, the Worker's Compensation payment may be tendered to the Utility in exchange for a full sick leave payment.
- (h) When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday.

2. Bereavement Leave

In the event of the death of the employee's spouse, child, grandchild, father, mother, grandmother, grandfather, brothers or sisters, or spouse's parents, grandparents, brothers or sisters, the employee shall be granted up to five (5) working days leave with pay per occurrence. Other bereavement leave may be granted at the discretion of the Superintendent at the request of the employee.

3. Jury Leave

Employees will be granted leave with pay for jury service. Any compensation received from the court shall be turned over to the employer, except for mileage and meals.

4. Disability Leave

Disability leave shall begin after twenty (20) days of sick leave, except if worker's compensation is in effect then disability leave does not apply.

5. Care and Necessary Attention Leave

Employee may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the wife or husband, children, step-children, foster-children, parents, step-parents, parents-in-law, brothers, step-brothers, brothers-in-law, sisters, step-sister, and sisters-in-law. Use of sick leave for purposes of this section is limited to fifty-six (56) hours per year.

6. Military Leave

Any employee shall be granted a military leave of absence for a period of up to thirty (30) calendar days with pay as provided under Section 29A.28 of the Code of Iowa.

7. Leaves of Absence Without Pay

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Utility for any reasons for a period up to but not exceeding three (3) months. Any employee granted a leave of absence without pay shall not accrue sick leave and vacation leave. Time spent on any leave of absence shall not count as time worked for any purpose, including overtime compensation. Premiums for insurance normally paid by the Utility will be paid by the employee during the period of such leave.

ARTICLE EIGHT

VACATIONS

1. Vacation time is earned by full-time employees according to the following schedule:

- (a) After one (1) year of employment: forty (40) hours;
- (b) After two (2) years of employment: eighty (80) hours;
- (c) After seven (7) years of employment; one hundred twenty (120) hours;

- (d) After fifteen (15) years of employment: one hundred sixty (160) hours.
 - (e) Starting with twenty (20) years of employment add eight (8) hours for every five (5) years of service:
20 years - 168 hours, 25 years - 176 hours, 30 years - 184 hours, 35 years - 192 hours, 40 years - 200 hours, etc.
- 2. No more than eighty (80) hours of vacation time shall be used consecutively without prior approval of the Superintendent of the Utility. Sixteen (16) hours of vacation may be taken in two (2) hour increments, the balance in no less than four (4) hour increments.
 - 3. An employee desiring to use vacation shall give two (2) days notice.
 - 4. Vacation days may not be carried over to the ensuing year.
 - 5. Vacations shall be scheduled to provide adequate personnel on duty at the Utility and shall be allocated on a first-requested basis as opposed to seniority.
 - 6. Vacation leave pay shall be at the employee's regular hourly rate. Vacation leave pay shall not be issued before the regular payroll date.
 - 7. An employee shall be paid for any accrued and/or unused vacation leave credits upon separation of employment. Vacation leave pay shall be paid at the employee's current rate of pay at the time of separation.
 - 8. The personal day and any comp days taken shall be subject to the scheduling set forth in paragraph 5 above and shall be paid at the employee's regular hourly rate rather than overtime.

ARTICLE NINE

HOLIDAYS AND WEEKENDS

- 1. The Utility will pay eight (8) hours of holiday pay for the following holidays:
New Year's Day, January 1st
Presidents Day, 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4th
Labor Day, the first Monday in September
Veterans' Day, November 11th
Thanksgiving Day, fourth Thursday in November
Christmas Day, December 25th

Two (2) personal days

Personal days will be scheduled at the employee's discretion with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld.

2. If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.
3. All employees shall receive their regular rate of pay for holidays and any employee working will be paid at one and one-half (1½) times their regular rate of pay for hours worked, with a three (3) hour minimum. Any hours worked beyond the three (3) hour minimum shall also be paid at the rate of one and one-half (1½) times their regular rate of pay.
4. For all hours worked on weekends employees shall be paid at one and one-half (1½) times their regular rate of pay, with a three (3) hour minimum or actual hours worked if in excess of three (3) hours. The exception for weekend overtime is in the event of special projects when employees work on Saturday or Sunday between 7:30 a.m. and 4:00 p.m. and have a corresponding number of days in the week off.
5. If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

ARTICLE TEN

HOURS OF WORK

1. The normal office work day shall be from 8:00 a.m. to 4:30 p.m., with a one-half (½) hour unpaid lunch break. The outside workday shall be 7:30 a.m. to 4:00 p.m., with a one-half (½) hour unpaid lunch break. In addition, employees may have a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon, approximately in the middle of the shift. The employees shall work a flexible forty (40) hour week, which shall be at the discretion of the Superintendent of the Utility and shall be available seven (7) days a week if necessary. The office work week shall run from 8:01 a.m. Friday through 8:00 a.m. Friday. The outside work week shall run from 7:31 a.m. Friday through 7:30 a.m. Friday.

ARTICLE ELEVEN

OVERTIME PAY

1. All overtime pay shall be compensated at the rate of one and one-half (1½) times their regular rate of pay unless it is holiday pay. Overtime is defined as hours worked over forty (40) hours in a work week, plus any hours the employee is in pay status. In addition, overtime hours shall be hours prior to 8:00 a.m. and after 4:30 p.m. The exception is for snow removal in the parking lot when on call employees shall report early and be allowed to leave early pursuant to the practice in place, 6/30/94
2. The flexible week shall continue for special projects. Utility may assign on Saturday and Sunday when a corresponding number of days are off Monday through Friday. In that situation, overtime shall not apply, except if the work is over forty (40) hours, or prior to 7:30 a.m. or after 4:00 p.m., then time and one-half shall apply.
3. The decision to receive overtime in cash or compensatory time shall be made by the employee. The employee may elect the first 24 hours of earned overtime as comp time by informing the Utility in writing by July 1 or the employee may elect strictly cash. If an employee desires the flexibility of comp time or cash, the employee must designate comp time in writing on the time card or cash will be paid.

ARTICLE TWELVE

WAGES

1. The base wage for new employees for each job classification shall be as follows:
 - (a) Technician - See Exhibit A
 - (b) Operator - See Exhibit A
 - (c) Clerical - \$9.00

These amounts shall increase by 5% on July 1, 2007, and 5% on July 1, 2008; and after six months, new clerical employees will receive a fifty cent increase.

Current employees will not have their current rate reduced unless the job classification is changed. Wages for the contract year are on Exhibit A attached.

2. The employees shall be paid a minimum of one and one-half (1½) times their regular rate for service calls, for a minimum of one (1) hour for service calls, which hours shall be credited upon application accompanied by a work order.
3. With the exception of service calls, all other hours shall be recorded on the clock pursuant to the clocked hours, except for the three (3) hour minimum.
4. Standby Procedure

The Utility will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status shall be immediately accessible by telephone or paging device. The employer agrees to provide employees on standby with a paging device which the employee can carry. The Utility and the Union shall mutually establish reasonable reporting procedures for the implementation of this section. Standby status shall start on Tuesday at 7:30 a.m. and end on the following Tuesday at 7:30 a.m.

5. The basic rate for a foreman is \$2.00 per hour more than the base rate for technician set forth in paragraph 1 above. For current foremen the rate is in the payroll records.

ARTICLE THIRTEEN

INSURANCE

1. The Utility shall provide life, dental, short-term disability, and long-term disability insurance with coverages similar to those in effect July 1, 1993. In addition, the Utility shall provide for full-time employees and their dependents major medical insurance.
2. Effective July 1, 2006, employees electing employee and spouse health insurance coverage, employees and children health insurance coverage, or family health insurance coverage shall pay 5% of the difference between the premium cost of single health insurance coverage and the premium cost of any of the above 3 noted health insurance coverages that the employee enrolls in. Effective July 1, 2007, the 5% noted in the immediately prior sentence shall increase to 10%. Effective July 1, 2008, the 10% noted in the immediately prior sentence shall increase to 15%.

3. Effective July 1, 2006, the office visit copayment on the health insurance plan shall increase to \$20 from current \$15.
4. By July 1, 2006, the Utility shall implement an IRS Section 125 plan to allow employees to pay for insurance related costs and/or dependent child-care related costs with pre-tax employee payments. Employees shall not be charged an administration fee to participate in the Section 125 plan. Any amounts remaining in an employee's Section 125 account at the end of the calendar year (or fiscal year, whichever is the plan basis) shall be returned to the employee if not prohibited by applicable IRS rules. Employee shall be allowed to enroll in the Section 125 plan prior to July 1, 2006 and commence using the plan July 1, 2006. Employees shall be allowed to newly participate in the Section 125 plan, cease participation in the Section 125 plan, or make changes in their individual Section 125 plan at any time after July 1, 2006, provided it is not prohibited pursuant applicable IRS rules.
5. Effective July 1, 2006, the Utility shall implement a health insurance committee for the purpose of reviewing health insurance related matters. The local union shall appoint 2 bargaining unit employees to participate. If the meetings are held during working hours, employees shall suffer no loss of pay while participating.

ARTICLE FOURTEEN

PROBATIONARY PERIOD

1. For the first one hundred eighty (180) consecutive days of employment an employee is a probationary employee and shall not be subject to this contract. After six (6) months the employee's benefits shall revert back to the date of hire.

ARTICLE FIFTEEN

DUES DEDUCTION

1. The employer shall deduct Union dues from the pay of employees under the following terms and conditions:
 - (a) Dues will be deducted only from the pay of those employees who have requested such deduction in writing;
 - (b) Dues deduction may be terminated by an employee on thirty (30) days written notice to the employer.

- (c) The local Union president and treasurer shall certify to the Utility the amount of dues to be deducted from each paycheck.
 - (d) The amount of dues to be deducted shall be changed no more than once annually.
 - (e) The Utility shall remit the dues to the Union official designated, in writing, by the Union, including a list of those employees paying dues.
2. It is expressly understood that the employer assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that an employee is not actually working for the employer and actually on the payroll of the employer. In the event of error on the check-off-list, the Utility will not be responsible to make any retroactive adjustment. After notified of any error by the treasurer of the local Union, the Utility will then follow the deduction procedures as outlined above.
3. The Union shall indemnify and hold the Utility harmless against any and all claims, suits, orders and judgments brought or issued against the Utility as a result of any action taken or not taken under the provisions of this Article.

This contract shall be effective July 1, 2006 and shall continue in force and effect through June 30, 2009.

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the ____ day of June, 2006.

**EMMETSBURG MUNICIPAL
UTILITIES**

By: *John W. Wright*
Chairman, Board of Trustees

EMPLOYER

Date: 7/11/06

**AFSCME/IOWA COUNCIL 61
LOCAL 1639
EMMETSBURG MUNICIPAL UTILITIES**

By: *Ty Cuttropa*

UNION

Date: 6/29/06

EXHIBIT A

Emmetsburg Municipal Utilities Wages

	July 1, 2006	July 1, 2007	July 1, 2008
J. Morey, Foreman	\$18.62/Hr.	\$19.55/Hr.	\$20.53/Hr.
B. Culver, Foreman	\$18.62/Hr.	\$19.55/Hr.	\$20.53/Hr.
D. Shirk, Foreman	\$18.62/Hr.	\$19.55/Hr.	\$20.53/Hr.
S. Schiek, Technician	\$16.62/Hr.	\$17.55/Hr.	\$18.53/Hr.
J. Hedding, Technician	\$16.62/Hr.	\$17.55/Hr.	\$18.53/Hr.
M. Saxton, Operator	\$12.47/Hr.	\$14.04/Hr.	\$15.75/Hr.
L. Gappa, Clerical	\$11.64/Hr.	\$12.22/Hr.	\$12.83/Hr.
Carol Reed, Clerical	\$ 9.00/Hr.	\$ 9.98/Hr.	\$10.47/Hr.

Wage Matrix:

Technician wage will be \$2/Hr. less than the foremen's wage

New Employee Scale will be as follows:

Hired Wage will be 75% of Technician Wage

After 1st Year anniversary, employee will move to 80% of Technician wage.

After 2nd Year anniversary, employee will move to 85% of Technician wage.

After 3rd Year anniversary, employee will move to 90% of Technician wage.

After 4th Year anniversary, employee will move to 95% of Technician wage.

After 5th Year anniversary, employee will move to Technician wage.

A technician who has not yet attained the "after hiring" criteria noted in the job description is titled as an Operator, and automatically becomes a Technician after these criteria are met.